857929

Certified, Filed and or Recorded or

December 08, 2017 10:00 AM
Waupaca County
RECEIVED FOR RECORD
MICHAEL MAZEMKE
REGISTER OF DEEDS
Pages 3
Fee \$30.00

Transfer Fee \$15.00

<u>Document</u> Number

QUITCLAIM DEED

THIS INDENTURE, Witnesseth that the Grantor, Wisconsin Central Ltd., a Delaware corporation, duly organized and existing under and by virtue of the laws of the State of Delaware, whose mailing address is 17641 S. Ashland Avenue, Homewood, Illinois 60430, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, does hereby GRANT, CONVEY AND QUIT CLAIM to the Grantee, the City of Manawa, a municipal corporation, whose mailing address is 500 S. Bridge St, PO Box 248, Manawa, Wisconsin 54949, all of Grantor's right, title and interest, subject to all existing interests, in and to the

Recording Area

Name and Return Address

Omholt & Forsythe S.C.
PO Box 922
Manawa, Wisconsin 54949

Parcel Number: Part 31 21 95

following described lands and property situated in the County of Waupaca and the State of Wisconsin to wit:

Outlot 1 of Certified Survey Map No. 7761, recorded in Volume 32 on Page 17 as Document No. 857169, being part of the City of Manawa, Waupaca County, Wisconsin.

Grantee covenants and agrees that Grantee is purchasing the land and any improvements thereon (the "Premises") in an "as is, where at" condition and subject to all faults of every kind and nature whatsoever, whether latent or patent and whether now or hereafter existing. Grantee represents and warrants to Grantor that Grantee has not relied, and shall not rely, upon any representations or statements or the failure to make any representation or statement, by Grantor or Grantor's agents or employees or by any person acting, or purporting to act, on behalf of Grantor. Grantee specifically agrees that Grantor shall not be obligated to do any restoration, repairs, remediation or other work in connection with the Premises, that Grantor shall not be liable for any restoration, repairs, remediation or other work necessary to cause the Premises to meet any applicable laws, ordinances, requirements, limitations, restrictions, regulations or

codes, or be suitable for any particular use, and that Grantee indemnifies and holds Grantor harmless from all costs, expenses, liability and damages, including attorneys' fees, incurred or arising in connection with any such restoration, repairs, remediation or other work. Grantee waives, releases, acquits and forever discharges Grantor, its employees and agents and any other person acting on behalf of Grantor, of and from any and all claims, actions, causes of action, liabilities, demands, rights, damages, cost, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Grantee now has or may have or which may arise in the future on account of or in any way growing out of or in connection with any Hazardous Materials or Other Conditions currently on, under, from or affecting the Premises or any law or regulation applicable thereto. This covenant shall run with the land herein conveyed and be binding upon the Grantee, its successors and assigns and grantees.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK